

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

OCLC, Inc.,

Plaintiff,

v.

**Baker & Taylor, LLC and Bridgeall
Libraries, Ltd.,**

Defendants.

Case No. 2:25-cv-309

Judge Edmund A. Sargus, Jr.

DECLARATION OF MARY SAUER-GAMES

Mary Sauer-Games declares the following pursuant to 28 U.S.C. § 1746:

1. My name is Mary Sauer-Games. I am a resident of Ohio.
2. I am the Chief Product Officer of OCLC, Inc. (“OCLC”), a position I have held since September 1, 2024, prior to which I was the Vice President of Global Product Management since September 2014. Prior to joining OCLC, I managed other database products for various companies, including the American Psychological Association, ProQuest, and the Gale Group.
3. I received my Bachelor of Arts in Economics from Kalamazoo College and my Master’s degree in Business Administration from the University of Michigan-Dearborn.
4. At OCLC, I am a member of OCLC’s executive leadership team and am responsible for the product management of all OCLC’s global products and services, as well as publishing research and developing programming for academic and public libraries.
5. I submit this declaration in support of OCLC’s Motion for Preliminary Injunction against Defendants Baker & Taylor, LLC (“Baker & Taylor”) and Bridgeall Libraries, Ltd. (“Bridgeall”). I am familiar with the facts set forth herein based on my work history and experience

at OCLC, as well as my review of relevant OCLC records and publicly available information. On that basis, I believe the facts set forth herein to be true and correct.

OCLC has Spent Decades Developing, Enhancing, and Maintaining WorldCat Records

6. OCLC offers a host of products and services, including: WorldCat®, WorldShare Management Services, WorldShare Metadata/OCLC Cataloging, WorldCat® Discovery Services/First Search, WorldCat.org, WorldShare License Manager, Wise, WorldShare Collection Evaluation, WorldShare Interlibrary Loan, Tipasa, ILLiad, Resource Sharing for Groups, GreenGlass, and Choreo Insights.

7. OCLC has spent nearly 60 years developing and enhancing its library bibliographic records in its most valuable service, WorldCat.

8. The bibliographic data included in a WorldCat record consist of the details surrounding a work, including, among other things, title, author, edition, publisher, and number of pages. It also indicates which OCLC member libraries hold this work.

9. OCLC enhances these records by selecting, arranging, and adding metadata to support enhanced discovery of, exploration of, and access to the records. Some of the enhancements include—adding OCLC’s own unique identifying number, the “OCN,” which creates more effective queries and serves as an authoritative index for identifying and referring to specific titles or works; adding Dewey Decimal Classification numbers, Faceted Application of Subject Terminology headings, and WorldCat Entities; and designing record enhancements that recognize connections between works. OCLC’s sophisticated proprietary algorithms identifies duplicate records in WorldCat and then links and/or merges the records together.

10. The value of WorldCat are these modifications, improvements, and enhancements by OCLC. OCLC has modified, improved, and enhanced more than 93% of the WorldCat collection.

11. OCLC is continually building relationships with libraries around the world through various means, such as demonstrations, webinars, conference presentations, and on-site sales presentations that inform libraries of OCLC's services in order to continue to build its products and services and its membership into the same.

OCLC Entered into A License Agreement with Baker & Taylor, LLC in 2019

12. Defendant Baker & Taylor, historically, has operated as a book binder, publisher, distributor, and seller. It very recently has expanded its services, now presenting to the public that it is "the leading supplier of library content, software and services to public and academic libraries in the U.S." that "also provide[s] sales, manufacturing, warehousing and distribution support to small and mid-sized publishers."

13. Baker & Taylor supplies books, audiovisual, and eContent, as well as "workflow solutions," which includes data analytics and technical services. As part of its data analytics offering, Baker & Taylor's wholly owned subsidiary Bridgeall offers collectionHQ, a management tool for libraries' collections.

14. Its technical services include a "cataloging utility and database," named BTCat, which Baker & Taylor launched in 2021.

15. Baker & Taylor sources BTCat through three different means: (1) records that are added or created by Baker & Taylor's staff; (2) records provided by national libraries and publishers; and (3) records that are provided by Baker & Taylor's customers' library catalogs, *i.e.*, its community pool.

16. Baker & Taylor offers BTCat in direct competition with WorldCat, characterizing BTCat as “a reasonably priced, modern cataloging” alternative “that provides efficient, easy to use features combined with strong, high-quality records.”

17. Prior to the OCLC’s knowledge of BTCat, OCLC and Baker & Taylor had entered into a WorldCat Data Licensing Agreement (the “Agreement”) on November 5, 2019. A true and accurate copy of the Agreement is attached as Exhibit B to the Complaint filed in this action. The Agreement consisted of two one-year terms, with an option to extend the Agreement for another year.

18. Under the Agreement, OCLC granted Baker & Taylor a limited license to access WorldCat. Baker & Taylor was also permitted to extract 50,000 WorldCat records per year to use “for any purpose.” If Baker & Taylor did not extract all 50,000 records in the first year, it could extract the additional records the second year but only upon providing OCLC with a written report identifying which records it extracted. Baker & Taylor paid a \$45,000 yearly fee for the license. A true and accurate copy of Amendment No. 1 to the Agreement is attached as Exhibit C to the Complaint filed in this action.

19. On May 12, 2021, OCLC provided proper written notice under the Agreement of its intent to terminate the Agreement. OCLC reiterated its intent to terminate on May 19, 2021.

20. As part of its termination, OCLC requested that Baker & Taylor, in accordance with the Agreement, provide OCLC with a written report of the records that it had extracted from WorldCat in the course of the initial 2-year term because Baker & Taylor did not provide OCLC with a written report after the first year of the Agreement. On July 30, 2021, Baker & Taylor provided the requested report, representing that it had extracted nearly 22,000 records.

21. Baker & Taylor, in response to OCLC's termination, exercised its option to extend the Agreement for a one-year period beginning on the date OCLC's termination would have otherwise been effective. This one-year extension permitted Baker & Taylor to extract 50,000 WorldCat records over the course of 2022.

22. OCLC honored Baker & Taylor's extension option.

23. It is OCLC's belief that Baker & Taylor exceeded its permitted extractions during the original term and the extension period, extracting more than 50,000 WorldCat records per year.

24. On September 12, 2022, Baker & Taylor's license expired. Baker & Taylor was to send another written report to OCLC regarding the number of WorldCat records its extracted during the course of the extension period, but it never did. OCLC has since refused to grant Baker & Taylor another license.

Defendants Are Actively Inducing OCLC Customers to Violate Their Contractual Obligations With OCLC

25. In September 2024, OCLC discovered a YouTube video demonstrating BTCat's capabilities. In the demonstration, a catalog librarian conducts a search for a record, resulting in a record appearing in two different levels of record detail or quality—the lowest level (yellow) containing minimal bibliographic information for the work, and the highest-level (green) containing very rich and complete bibliographic information for the work. Based on certain data fields in the record, the highest-level records available were clearly OCLC-enriched WorldCat records. During the demonstration, the catalog librarian obviously selected the highest quality record to add to their local system, which was a WorldCat record, over the other available record options.

26. The demonstration further copied WorldCat's most compelling selling points by marketing BTCat as having 70 million 'clean' bibliographic records without many duplicates and the ability to seamlessly integrate its records into a library's ILS/LSP.

27. Also in September 2024, OCLC was contacted by a WorldCat customer, indicating that it would not renew its subscription to WorldCat and noted it was switching to BTCat. OCLC received a similar notice in October 2024 from a customer canceling its subscription to use a cheaper option, BTCat. OCLC began to receive this same response from numerous terminating OCLC customers.

28. OCLC began to further investigate BTCat's potential improper use of WorldCat records to directly compete against WorldCat. OCLC subsequently discovered online that Defendants had been requiring their customers, including those who were not even using Baker & Taylor cataloging services, to provide Baker & Taylor with their entire library catalog records since at the very least May 2022.

29. In particular, OCLC found contracts online for various public libraries use of collectionHQ. The "Standard Terms and Conditions" provide a provision that requires all collectionHQ subscribers to authorize Baker & Taylor to access the subscriber library's catalog and to license all catalog records to Baker & Taylor for use in BTCat. Then this provision states that collectionHQ customers may use BTCat for free. A true and accurate copy of an example of one of these publicly available contracts, including the "Standard Terms and Conditions," is attached as Exhibit D to the Complaint filed in this action.

30. It is OCLC's further belief that Defendants and its affiliated entities are also including similar, if not the same, provisions in contracts for Baker & Taylor's other products and services.

31. OCLC is aware that many of collectionHQ's customers are also current or former WorldCat customers, meaning that Defendants have been able to incorporate WorldCat records into BTCat through WorldCat customers actively inducing them to violate their contractual agreements with OCLC.

32. Given Defendants' knowledge and experience with OCLC, it is OCLC's belief that Defendants know that their contractual requirement to allow Baker & Taylor access to and a license to use WorldCat records is a breach of WorldCat customer's Framework Agreement and WorldCat Policy. Defendants know that OCLC must contractually permit use of its WorldCat records because Baker & Taylor itself had a license with OCLC for a discrete number of WorldCat records and has had numerous contracts with OCLC over the years, including nearly 300 for third-party cataloging. Additionally, in February 2018, Baker & Taylor notified its customer libraries that they could not offer WorldCat records through Baker & Taylor's products and services unless the library is a full WorldCat cataloging customer and had the proper third-party agency agreements in place with Baker & Taylor and OCLC.

33. Defendants want WorldCat customers to breach their Framework Agreement with OCLC and WorldCat Policy because BTCat has been designed to be populated with WorldCat records and metadata. They then distribute these WorldCat records to their customers who are not WorldCat customers.

34. Defendants are also aware that OCLC has WorldCat customers in Ohio that are also collectionHQ customers, making them aware that they are encouraging OCLC's Ohio-based WorldCat customers to breach their agreements with OCLC.

35. It is general knowledge that most academic institutions and libraries are WorldCat customers and if they are not, they have at least likely considered WorldCat for their cataloging

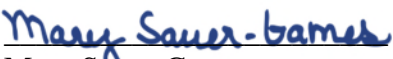
services. Defendants know that by encouraging their customers to sign agreements that include the above-described provisions, they are encouraging many WorldCat customers to link to, download, upload, and/or otherwise transfer WorldCat records and data for Baker & Taylor to use in BTCat.

36. Defendants know that by stealing WorldCat records and offering those records for free, or at a much-reduced costs, they are interfering with current and potential future WorldCat customers. Current WorldCat customers are unlikely to continue to pay, and potential WorldCat customers are unlikely to pay, for access to WorldCat if the same high-quality records are available for a reduced fee on BTCat.

37. On February 25, 2025, OCLC notified Baker & Taylor's Chief Executor Officer and General Counsel that Defendants and their related affiliates must immediately cease and desist their tortious interference and contractual breach in relation to its improper taking of WorldCat records.

38. Even after Defendants were made aware of their illegal conduct, they have continued their course of wrongful conduct.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief Executed in Dublin, Ohio this 26th day of March, 2025.


Mary Sauer-Games